


REQUEST FOR QUOTATION (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 21
1. Request No. W31P4Q-07-T-0126	2. Date Issued 2007JUN26	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1 	Rating DOA2
5A. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-ML-SB REDSTONE ARSENAL AL 35898-5280 WEAPON SYSTEM: PATRIOT			6. Deliver by (Date) See Schedule	
5B. For Information Call: (Name and telephone no.) (No collect calls) JOYCE HICKS (256) 842-6117 EMAIL: JOYCE.A.HICKS@US.ARMY.MIL			7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other	
8. To: Name and Address, Including Zip Code			9. Destination (Consignee and address, including Zip Code) See Schedule	
10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2007JUL18		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days	b. 20 Calendar Days	c. 30 Calendar Days	d. Calendar Days	
	%	%	%	Number	Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. Name and Address of Quoter (Street, City, County, State and Zip Code)		14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation	
		16. Signer			
				a. Name (Type or Print)	
				b. Telephone	
		c. Title (Type or Print)		Area Code	
				Number	

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SUPPLEMENTAL INFORMATION

Here are the steps to find the drawings on the web.

1. Go to website <https://wwwproc.redstone.army.mil/acquisition>
2. Click on Current AMCOM Business Opportunities
3. Click on Solicitations - Aviation/Missile
4. Click on Continue button
5. Type in solicitation number and click search

If you do not know your solicitation number, you can click on the View all button
6. Click on the solicitation number
7. Click on the TDP icon

*** END OF NARRATIVE A0002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 4520-01-089-4557 FSCM: 18876 PART NR: 11453912 SECURITY CLASS: Unclassified				
0001AA	<u>GOVERNMENT TESTED FIRST ARTICLE</u> NOUN: DAMPER,FLUE PRON: D1702536D1 PRON AMD: 02 AMS CD: 060011 <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 11453912 REVISION: D <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-2073-1 WITH CODES UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B MIL-STD-2073-1 PACKAGING CODES ARE AS FOLLOWS: JI/A/MP [42] JII/CD [1] JIII/PM [00] JIV/WM [00] JV/CD [NA] JVI/CT [X] JVII/UC [ED] JVII/IC [00] JIX/A/PK [Q] JX/SM [00] JVIIIA/OPI [0] BAR CODE MARKINGS ARE REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129. SUPPLEMENTAL INFORMATION: CAP CONNECTOR, COIL CABLE TO A DIAMETER (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 90 <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W31P4Q70740700 W31P0W J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1 0090	1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>FOB POINT: Destination</p> <p>SHIP TO: (W31P0W) PR W0H9 US ARMY AVN & MISSLES CMD COTTONWOOD RD BLDG 8022 MF 4500 REDSTONE ARSENAL AL 35898-8052</p> <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: DAMPER,FLUE PRON: DL702536D1 PRON AMD: 02 AMS CD: 060011</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 11453912 REVISION: D</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-2073-1 WITH CODES UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p>MIL-STD-2073-1 PACKAGING CODES ARE AS FOLLOWS:</p> <p>J1/A/MP [42] J11/CD [1] J111/PM [00] J1V/WM [00]</p> <p>JV/CD [NA] JVI/CT [X] JV11/UC [ED] JV11/IC [00]</p> <p>J1X/A/PK [Q] JX/SM [00] JV111A/0PI [0]</p> <p>MIL-STD-129 SHALL APPLY.</p> <p>SUPPLEMENTAL INFORMATION: CAP CONNECTOR, COIL CABLE TO A DIAMETER</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W31G3H70030006 W90BTD J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 2 0270</p> <p>FOB POINT: Destination</p>	2	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: (W90BTD) SR W0H9 US ARMY AVN & MISSLES CMD AMCOM FLEET MGT CENTER AFMC HOLBROOK RD BLDG 722 FORT BLISS TX 79916-5801				

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.209-4716	ELECTRONIC FABRICATION: REQUIREMENTS FOR SOLDERED ELECTRICAL AND ELECTRONIC ASSEMBLIES (USAAMCOM)	JUN/1997

Notwithstanding any other provision contained in any part of this contract to the contrary, the minimum requirements/standards for soldering electrical and electronic assemblies shall be the non-military joint industry standard, ANSI/J-STD-001, Class 3.

The revision of ANSI/J-STD-001 in effect on the effective date of the contract shall govern the hardware produced hereunder.

A copy of ANSI/J-STD-001 may be obtained from the Institute for Interconnecting and Packaging Electronic Circuits (IPC), 2215 Sanders Road, Northbrook, IL, 60062-6135, telephone number (847) 509-9700, fax number (847) 509-9798.

(End of Clause)

PACKAGING AND MARKING

2	52.247-4704	POINT OF PACKAGING, PACKING AND MARKING (USAAMCOM)	JUN/1997
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Packaging, packing and marking of the item(s) will be performed at the following location (If different from the address listed on page 1 of this document):

(End of clause)

3	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUN/1997
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If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

4	52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
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Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

5	52.247-4704	POINT OF PACKAGING, PACKING AND MARKING (USAAMCOM)	JUN/1997
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Packaging, packing and marking of the item(s) will be performed at the following location (If different from the address listed on page

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1 of this document):

(End of Clause)

INSPECTION AND ACCEPTANCE
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

6	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
7	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
8	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
10	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
* Insert "ANSI/ASQC A ISO 9003 OR EQUIVALENT" in the blank in the above referenced clause.			
11	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

Insert ISO 9003 OR EQUIVALENT in the blanks within the above referenced clause.

12	52.209-4703	DISPOSITION OF FIRST ARTICLE/QUALITY VERIFICATION SAMPLES (USAAMCOM)	JUN/1997
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Upon testing and acceptance, the First Article/Quality Verification samples become the property of the Government and disposition of said items will be made by the Government. Upon written notification from the Procuring Contracting Officer of rejection of the First Article/Quality Verification samples, the contractor shall furnish written disposition instructions authorizing return of the items at contractor's expense.

(End of Clause)

13	52.209-4704	DUPLICATE FIRST ARTICLES (USAAMCOM)	JUN/1997
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a. The Government reserves the right to delete, within sixty (60) days from contract award and without cost to the Government, the contractual requirement for the first article(s) identified in the schedule from a contractor who has received a previous contract with a first article requirement for the same or similar item, provided that the contractor receiving the previous award has received approval and acceptance of the first article(s) from the Government.

In the event the Government elects to delete the first article(s) as herein permitted, the contract price shall be the price bid for production units without the first article and the delivery schedule shall be as set forth in the contract for delivery of units without the first article(s), extended on a day-to-day basis, from the date of award until notification of first article deletion is made.

b. To eliminate unnecessary additional costs, the contractor receiving an award which includes the requirement for an additional first article as discussed above, shall not incur any cost in connection with satisfaction of the requirement for the first article. Instead, he shall immediately notify the contracting officer and await written instructions to either delete the additional first article requirement or to proceed with manufacture of the additional first article(s).

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14 52.209-4705 FIRST ARTICLE - INSPECTION AND ACCEPTANCE (USAAMCOM) JUN/1997

The Government shall perform Contract Quality Assurance at origin; however, test and evaluation, final inspection, acceptance, and approval shall be at destination. The first article submitted for testing under this contract shall meet such performance requirements and material, dimensional, heat treat, surface finish and functional requirements as set forth in the drawings, supplementary quality assurance provisions and specifications. The Government will perform such chemical, physical functional and environmental tests as necessary to determine that the requirements of the applicable specifications and drawings have been met.

(End of Clause)

15 52.246-4705 PREPARATION OF DD FORM 250 (USAAMCOM) AUG/2001

Material Inspection and Receiving Reports (DD FORM 250) will be prepared and distributed in accordance with DoD FAR Supplement 252.246-7000 and Appendix F. Copies for the purchasing office and inventory control manager will be forwarded to the address in the "Issued By" block on the face of the contractual document. If an individual order contains the clause entitled 'Warranty of Systems and Equipment under Performance Specifications or Design Criteria', the statement below shall accompany each copy of the DD Form 250:

Supplies are covered by a warranty for a period of one hundred twenty (120) calendar days after acceptance. If an item is found to be defective, notify Commander, U.S. Army Aviation and Missile Command, Redstone Arsenal, Al 35898, ATTN: AMSAM-RD-SE-QM-AH/GS. Forward an information copy of the notification to the cognizant CAO.

(End of Clause)

DELIVERIES OR PERFORMANCE

16 52.247-34 F.O.B. DESTINATION NOV/1991

17 52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT FEB/1999

18 52.211-16 VARIATION IN QUANTITY APR/1984

* Insert ZERO in the first blank, ZERO in the second blank, and ZERO in the third blank in paragraph (b) within the above referenced clause.

19 52.247-4705 POINT OF MANUFACTURE (USAAMCOM) JUN/1997

Item(s) will be manufactured at the following location (If other than the address set forth on page 1 of this document):

(End of clause)

20 52.211-4702 ACCELERATED DELIVERY (USAAMCOM) JUN/1997

Accelerated delivery of the items required herein is acceptable and desirable at no additional cost to the Government.

21 52.247-4705 POINT OF MANUFACTURE (USAAMCOM) JUN/1997

Item(s) will be manufactured at the following location (If other than the address set forth on page 1 of this document):

(End of Clause)

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CONTRACT ADMINISTRATION DATA

22 52.232-4701 CONTRACTOR'S REMITTANCE ADDRESS (USAAMCOM) JUN/1997

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

23 52.209-4708 NOTICE FIRST ARTICLE NOT A MANUFACTURING STANDARD (USAAMCOM) JUN/1997

A First Article submitted and subsequently approved under any contract resulting from this solicitation shall not be used as a manufacturing standard. The production quantity shall be produced in accordance with the contract terms, conditions, and specifications contained herein.

(End of Clause)

24 52.243-4000 ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION & SUBMISSION INSTRUCTIONS JUN/2005

1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

2. Format.
- a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.
 - b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.
 - c. Short Form Procedure: ECPs and VECs, which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."
 - d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).
 - e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type II, see block 5 on the form).
 - f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.
 - g. Classification of RFDs/RFWs.
 - (1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.
 - (2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

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(3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.

h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

k. Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs. For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, AL 35898-5000
Telephone: 256-876-1335

c. Hard Copy Distribution of VECs. For each VEC that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VEC that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VEC to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center

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Name of Offeror or Contractor:

ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, AL 35898-5000
Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

25	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004)	NOV/2003
26	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
27	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
28	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
29	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
30	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
31	52.222-3	CONVICT LABOR	JUN/2003
32	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
33	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
34	52.222-26	EQUAL OPPORTUNITY	MAR/2007
35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
36	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
37	52.232-1	PAYMENTS	APR/1984
38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
39	52.232-11	EXTRAS	APR/1984
40	52.232-25	PROMPT PAYMENT	OCT/2003
41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
42	52.233-1	DISPUTES	JUL/2002
43	52.233-3	PROTEST AFTER AWARD	AUG/1996
44	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
45	52.243-1	CHANGES - FIXED-PRICE	AUG/1987
46	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
47	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
48	252.222-7006	COMBATING TRAFFICKING IN PERSONS	OCT/2006
49	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
50	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2005) - ALTERNATE I	APR/2003
51	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
52	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III	MAY/2002

53	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 89) - ALTERNATE I	JAN/1997
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* Insert 1 in the first blank, CLIN0001AA in the second blank, 90 in the third blank, and U.S. ARMY AVIATION AND MISSILE COMMAND, TRANSPORTATION OFFICER, BLDG. 8022, COTTONWOOD ROAD, MF RTTC BLDG 4500, REDSTONE ARSENAL, AL 35898-8052 in the fourth blank in paragraph (a); Insert 90 in the first blank in paragraph (b) within the above referenced clause.

54	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING - ALTERNATE I	JAN/1997
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(a) The Contractor shall deliver ONE unit(s) of Lot/Item CLIN 0001AA within 90 calendar days from the date of this contract to the

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Name of Offeror or Contractor:

Government at U.S. ARMY AVIATION AND MISSILE COMMANE, TRANSPORTATION OFFICER, BLDS 8022, COTTONWOOD ROAD, MF RTTC BLDG 4500, REDSTONE ARSENAL, AL 35898-8052 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

55 252.219-7009 SECTION 8(a) DIRECT AWARD

MAR/2002

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is: U.S. SMALL BUSINESS ADMINISTRATION, ALABAMA DISTRICT OFFICE, 801 TOM MARTIN DRIVE, SUITE 201, BIRMINGHAM, AL 35211.

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions

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to a contract administration office.

(c) The 8(a) Contractor agrees that --

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

56 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

57 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:

<http://www.acqnet.gov/far>

DFARS Clauses:

<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:

<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

58 52.219-4702 PILOT MENTOR-PROTEGE PROGRAM NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-

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Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

- 1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;
- 2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and
- 3) A graduate of the 8(a) program. A firm's graduation can be validated by either

(a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or

(b) Contacting the graduated 8(a) firm's SBA District Office.

3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.

4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.

6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.

7. Full details of the program are located at http://www.acq.osd.mil/osbp/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.

8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

- 59 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2006
- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 333414.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- () (i) Paragraph (c) applies.
- () (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

- 60 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS FEB/2001
- (a) Definition. Forced or indentured child labor means all work or service --
- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

Name of Offeror or Contractor:

_____	_____
_____	_____
_____	_____

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

(End of provision)

61 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

62 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005
(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

Name of Offeror or Contractor:

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
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(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (if known)

(End of provision)

6352.209-4707FIRST ARTICLE INFORMATION - PREVIOUS APPROVAL (USAAMCOM)JUN/1997

For items from suppliers which are identical or similar to items previously furnished to the Government, which were acceptable in all respects, the requirements for first article(s) may be waived by the Government.

Offerors having evidence which they believe to substantiate a Government waiver of the First Article requirements should furnish the following information with the offer:

CONTRACT NUMBER	PART NUMBER/DATE OR REVISION	DATE FIRST ARTICLE APPROVED
<hr/>	<hr/>	<hr/>

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End of Provision)_____

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

64	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (DO RATING)	SEP/1990
65	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

66	52.209-4706	FIRST ARTICLE INFORMATION - PREVIOUS SUBMISSION (USAAMCOM)	JUN/1997
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Provisions for furnishing information relative to previous submission of the first article are in Section 'K'.

(End of Provision)

67	52.233-4703	AMC-LEVEL PROTEST PROGRAM (USAAMCOM)	MAY/2004
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

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If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)